

**EXHIBIT TO DECEMBER 10, 2007
DECLARATION OF PHILIP R. HOFFMAN
IN OPPOSITION TO DEFENDANT'S
MOTION
FOR A PRELIMINARY INJUNCTION**

**PHAT FASHIONS LLC V. TORNADO
IMPORTS (CANADA), INC.**
Case No.: 07 Civ. 3278 (PAC)

EXHIBIT 34



February 8, 2007

M. Eli B. Nathanson
Pryor Cashman Sherman & Flynn LLP
410 Park Avenue, 10th Floor
New York, NY 10022
U.S.A.

RE: Phat Farm License Agreement and Retail Store LOI

Mr. Nathanson,

Please find enclosed the Phat Farm License Agreement and Retail Store LOI, duly signed by Marc KAKON, both in 5 copies.

The cheque will be sent to your offices in the next few days.

Best regards,

Sandra DANINO
Assistant to Marc KAKON
ALGO GROUP INC.
5555 Cypihot Street
Montréal, Québec H4S 1R3
Tel : 514-382-1240 Ext. 2414
Email : sandra.danino@algo.com

Encl

c.c.: Clifford Halickman

5555 Cypihot, Ville-Saint-Laurent, Québec H4S 1R3
Tel. : 514.382.1240 Fax : 514.382.4436

PLAINTIFF'S
EXHIBIT
34

CONFIDENTIAL & ATTORNEYS' EYES ONLY

PF 00840

Message

Page 1 of 1

Morris, Denisse

From: clifford halickman [chalickman@multiprint.ca]
Sent: Thursday, February 22, 2007 2:36 PM
To: Nathanson, Eli B.
Subject: RE: Phat Fashions/Buffalo Group -Canadian wholesale license Agt-

Eli;

Can you please send back the Agreements duly signed.

Regards

Clifford Halickman
 Business Development & Legal Affairs
 Multiprint/Algo Group
 5555 Cypihot St
 St. Laurent Quebec, Canada, H4S 1R3
clifford.halickman@multiprint.ca
 Cell: 514-708-3389
 Office: 514-388-8888
 Fax: 514-385-0163

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/14/2007

CONFIDENTIAL & ATTORNEYS' EYES ONLY

PF 00579

Message

Page 1 of 1

Morris, Denisse

From: clifford halickman [chalickman@multiprint.ca]
Sent: Wednesday, February 28, 2007 11:03 AM
To: Nathanson, Eli B.
Subject: RE: Phat Fashions/Buffalo Group -Canadian wholesale license Agt- remaining issues v3

Eli,

When will be in receipt of the signed Agreements? I have been told that any remaining issues have been discussed.

Clifford Halickman
 Business Development & Legal Affairs
 Multiprint/Algo Group
 5555 Cypihot St
 St. Laurent Quebec, Canada, H4S 1R3
clifford.halickman@multiprint.ca
 Cell: 514-708-3389
 Office: 514-388-8888
 Fax: 514-385-0163

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 To ensure compliance with U.S. Treasury Department regulations, we advise that, unless otherwise expressly indicated, any discussion of Federal tax issues in this communication was not intended or written to be used, and cannot be used (i) to avoid any penalties imposed under the Internal Revenue Code or applicable provisions of state or local tax law or (ii) to promote, market or recommend to another party any transaction or matter addressed herein.

/14/2007

CONFIDENTIAL & ATTORNEYS' EYES ONLY

PF 00583

**EXHIBIT TO DECEMBER 10, 2007
DECLARATION OF PHILIP R. HOFFMAN
IN OPPOSITION TO DEFENDANT'S
MOTION
FOR A PRELIMINARY INJUNCTION**

**PHAT FASHIONS LLC V. TORNADO
IMPORTS (CANADA), INC.**
Case No.: 07 Civ. 3278 (PAC)

EXHIBIT 35



BY COURIER

March 19, 2007

Phat Fashions LLC
512 Seventh Avenue
43rd Floor
New York, NY 10018

Attention : Mr. Bernt Ullmann

Re: Phat Fashions/Tornado Imports
Amended License Agreement

Dear Bernt:

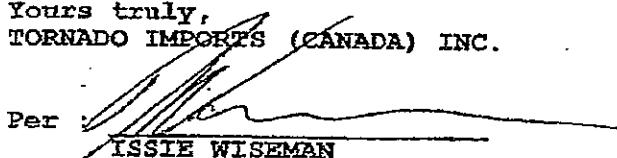
You will recall that in March 2006 Phat Fashions and Tornado Imports agreed to the amendment of the License Agreement and we returned to Eli B. Nathanson two signed originals for signing by Phat Fashions which has always been forthcoming.

In virtue of the terms of the Amended License Agreement, we are obliged to give notice between March 1 and June 30, 2007 of our intention to exercise the Third Option covering the period of January 1, 2008 to December 31, 2010. The present letter constitutes notice of exercise of the Third Option.

We are also transmitting a copy of this notice to Kellwood Company and Pryor Cashman as required under the Amended License Agreement.

Trusting all is satisfactory, we remain,

Yours truly,
TORNADO IMPORTS (CANADA) INC.

Per : 
ISSIE WISEMAN

C.C. - Kellwood Company
Pryor Cashman Sherman & Flynn LLP

PLAINTIFF'S
EXHIBIT

**EXHIBIT TO DECEMBER 10, 2007
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**PHAT FASHIONS LLC V. TORNADO
IMPORTS (CANADA), INC.**
Case No.: 07 Civ. 3278 (PAC)

EXHIBIT 36


PRYOR CASHMAN LLP

New York | Los Angeles

410 Park Avenue, New York, NY 10022 Tel: 212-421-4100 Fax: 212-326-0806

www.pryorcashman.com

BRAD D. ROSE

DIRECT TEL: 212-326-0875

DIRECT FAX: 212-798-6369

brose@pryorcashman.com

March 21, 2007

Via Federal Express

Mr. Issie Wiseman
 Tornado Imports (Canada), Inc.
 5540 Rue Ferrier
 Montreal, P.Q. H4P 1M2

RE: Phat Fashions, LLC / Tornado Imports (Canada), Inc. –
License Agreement

Dear Mr. Wiseman:

Reference is hereby made to that certain Trademark License Agreement entered into by and between Phat Fashions, LLC ("Licensor") and Tornado Imports (Canada), Inc. ("Licensee") dated as of August 1, 1998 (the "Agreement"). Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Agreement.

We are in receipt of your letter dated as March 19, 2007, wherein you referenced an amendment to the License Agreement and an alleged exercise of a renewal option pursuant to such amendment.

Please note that while a draft amendment was prepared and sent to you for review and comment back in March 2006, to date, neither this office nor Licensor has received any comments from you or, in lieu of comments, an executed counterpart of the proposed amendment. To the extent that you believe that you transmitted a signed amendment back to this office or to Licensor, please further note that, in any event, pursuant to Section 17 of the Agreement, the Agreement "*can only be extended, waived or modified by a writing signed by both parties.*" Notwithstanding your claim to have executed and returned the amendment, given that Licensor has, most assuredly, **not** signed the proposed Amendment, your attempt to exercise a renewal option that is unavailable to you under the Agreement is hereby rejected.

Accordingly, pursuant to Section 3 of the Agreement, the Term of the Agreement shall expire on December 31, 2007.

510261



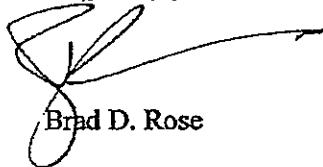
TOR 000910

PRYOR CASHMAN LLP

Mr. Issie Wiseman
March 21, 2007
Page 2 of 2

Nothing contained herein or omitted herefrom shall be deemed to be a waiver of
Licensor's rights under the Agreement, at law or in equity, all such rights being expressly
reserved.

Very truly yours,



A handwritten signature in black ink, appearing to read "BDR".

Brad D. Rose

cc: Luther Rollins, Esq. (*via facsimile*)
Mr. Bernt Ullmann (*via facsimile*)
Mr. Peter Morris (*via facsimile*)

**EXHIBIT TO DECEMBER 10, 2007
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IMPORTS (CANADA), INC.**
Case No.: 07 Civ. 3278 (PAC)

EXHIBIT 37



Richard A. Hinse
Direct Line: 514 877-2902
E-mail address: rhinse@lavry.qc.ca

Montreal, April 18, 2007

WITHOUT PREJUDICE
BY FAX AND MESSENGER

Pryor Cashman LLP
410 Park Avenue
New York, NY
10022

Attention: Mr. Brad D. Rose

Re: Phat Fashions LLC/Tornado Imports (Canada) Inc.
Amended License Agreement

Dear Mr. Rose:

We are the attorneys for Tornado Imports (Canada) Inc. ("Tornado Imports") in the above captioned matter and have received instructions to respond to your letter dated March 21, 2007 transmitted on behalf of Phat Fashions LLC ("Phat Fashions").

Contrary to what is alleged in your letter, not only was Amendment No. 1 to the Trademark License Agreement ("Amended License Agreement") agreed to between the parties but in accordance with the instructions given to Tornado Imports two originals of the Amended License Agreement were signed by Tornado Imports and transmitted to your firm (att. Eli B. Nathanson) for signing by Phat Fashions.

We enclose herewith a copy of the letter dated March 30, 2006 together with a copy of the Amended License Agreement and also the proof of delivery by FedEx.

The business aspects of the Amended License Agreement had been negotiated between Phat Fashions and Tornado Imports and the Agreement was prepared and finalized by Mr. Nathanson. Both Phat Fashions and Tornado Imports agreed to and accepted the final version of the Amended Licence Agreement and the signing thereof. The two originals signed by Tornado Imports were to be signed by Phat Fashions and one returned to Tornado Imports.

Montréal
Suite 4000
1 Place Ville Marie
Montréal, Québec
H3B 4M4
Telephone: (514) 871-1522
Fax: (514) 871-8977

Québec City
Suite 500
925 chemin Saint-Louis
Québec, Québec
G1S 1C1
Telephone: (418) 688-5000
Fax: (418) 688-3458

Laval
Suite 500
3090 boulevard Carrefour
Laval, Québec
H7T 2R5
Telephone: (450) 978-8100
Fax: (450) 978-8111

Ottawa
Suite 1810
320 Albert Street
Ottawa, Ontario
K1R 7X7
Telephone: (613) 594-4936
Fax: (613) 594-8783

Web Site:
www.laverydebill.com

Trade-mark Agents

PLAINTIFF'S
EXHIBIT
37

LAVERY, DE BILLY

LIMITED LIABILITY PARTNERSHIP

- 2 -

Phat Fashions cannot rely on Section 17 of the License Agreement since the Amended License Agreement and the signing thereof were already agreed to between the parties and the signing by Phat Fashions was a mere formality. The representations from Phat Fashions were that the Amended License Agreement was being signed by Phat Fashions and the return to Tornado Imports of a signed original was forthcoming. Section 17 was no longer applicable. Phat Fashions cannot now raise such provision to claim that the Amended License Agreement was not agreed to between the parties nor to repudiate the Amended License Agreement and its obligations toward Tornado Imports. Moreover, Phat Fashions must respect its duties of good faith and fair dealing.

We have thus received instructions to advise Phat Fashions that the Amended License Agreement is binding between the parties and that Phat Fashions must respect the rights and obligations of the parties thereunder.

Tornado Imports reiterates that pursuant to the Amended License Agreement and its letter dated March 19, 2007, Tornado Imports has exercised the Third Option covering the period of January 1, 2008 to December 31, 2010.

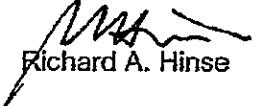
Tornado Imports requests that Phat Fashions confirm to the undersigned within seven (7) days of receipt of the present letter that it will respect the Amended License Agreement and the exercise of the Third Option and that it also return one signed original.

Tornado Imports reserves all its rights and recourses in the present matter against Phat Fashions and all those legally responsible in the circumstances.

Tornado Imports trusts that Phat Fashions will act accordingly.

Yours truly,

LAVERY, DE BILLY


Richard A. Hinse

RAH/cb
encls.
c.c. Tornado Imports (Canada) Inc.

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IMPORTATIONS
TORNADO
IMPORTS INC.

March 30, 2006

Eli B. Nathanson
Pryor Cashman Sherman & Flynn LLP
410 Park Avenue, 10th Floor
New York, NY 10022.

Dear Mr. Nathanson,

It was a pleasure speaking with you yesterday. As discussed, please find two signed originals of the amendment to the Phat Farm license agreement.

If you should require further originals, please do not hesitate to call.

Best regards,

Barry Segal
V.P. Finance

6540 RUE FERRIER, MONTREAL, QC H4P 1M2 TEL: 514-731-7070, FAX : 514-783-8533 E-MAIL:

AMENDMENT NO. 1

TO

TRADEMARK LICENSE AGREEMENT

AMENDMENT NO. 1, effective as of March __, 2006. (this "Amendment") to Trademark License Agreement, between Phat Fashions LLC, a New York limited liability company with offices at 512 Seventh Avenue, 43rd Floor, New York, NY 10018 ("Licensor"), and Tornado Imports (Canada), Inc., a company organized under the laws of Canada, with offices at 5540 Rue Fernier, Montreal, P.Q. Canada H4P 1M2 ("Licensee").

WHEREAS, Licensor and Licensee are parties to that certain Trademark License Agreement, dated as of August 1, 1998 (the "License Agreement"). Capitalized terms used and not defined herein shall have the respective meanings assigned to them in the License Agreement; and

WHEREAS, the parties desire to amend the License Agreement to provide for, among other things, additional Renewal Terms, as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and mutual agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The License Agreement is hereby amended by adding the following new Section 3(d):

"3(d) Provided Licensee shall have exercised the Second Option, and provided that Licensee shall not be in default with respect to any of its obligations hereunder and provided further that Licensee shall have both paid one hundred percent (100%) of the GMR and achieved Net Sales during each Annual Period of the Second Option Term of no less than seventy five percent (75%) percent of the Minimum Net Sales for such Annual Period, Licensee shall be given an option (the "Third Option") to extend the Term of this Agreement for three (3) additional years to commence January 1, 2008, and to end December 31, 2010 (the "Third Option Term"), which Third Option must be exercised in writing in the same manner as notices hereunder and received by Licensor no earlier than March 1, 2007, and no later than June 30, 2007, time being of the essence."

2. The License Agreement is hereby amended by adding the following new Section 3(e):

"3(e) Provided Licensee shall have exercised the Third Option, and provided that Licensee shall not be in default with respect to any of its obligations hereunder and provided further that Licensee shall have both paid one hundred percent (100%) of the GMR and achieved Net Sales during each Annual Period of the Third Option Term of no less than seventy five percent (75%) percent of the Minimum Net Sales, Licensee shall be given an option (the "Fourth Option") to extend the Term of this Agreement for three (3) additional years to commence January 1, 2011, and to end December 31, 2013 (the "Fourth Option Term"), which Fourth

Option must be exercised in writing in the same manner as notices hereunder and received by Licensor no earlier than March 1, 2010, and no later than June 30, 2010, time being of the essence."

3. Section 4(f) of the License Agreement is hereby amended by adding the following Minimum Net Sales and GMR figures for the Third Option Period and the Fourth Option Period, as follows:

<u>"Annual Periods During Term"</u>		<u>Minimum Net Sales</u>	<u>GMR</u>
<u>Third Option Period</u>			
January 1, 2008	- December 31, 2008	\$ 5,000,000	\$ 350,000
January 1, 2009	- December 31, 2009	6,430,000	450,000
January 1, 2010	- December 31, 2010	7,858,000	550,000
<u>Fourth Option Period</u>			
January 1, 2011	- December 31, 2011	8,580,000	600,000
January 1, 2012	- December 31, 2012	9,286,000	650,000
January 1, 2013	- December 31, 2013	10,000,000	700,000

4. The License Agreement is hereby amended by deleting Section 6(d) in its entirety and replacing it with the following:

"6(d) Licensee shall have the exclusive right to establish prices and terms for the sale of Licensed Products. Licensee shall provide Licensor, in advance of each selling season, with line sheets and price lists, and Licensee shall promptly notify Licensor of any change in pricing. Licensee agrees to sell to Licensor such quantities of Licensed Products, from time to time, as requested by Licensor for promotional purposes and for sale in stores and websites operated by Licensor or its Affiliates, licensees and/or subcontractors for prices equal to the lesser of thirty percent (30%) percent below Licensee's normal wholesale selling prices at the time of any such sale, or the lowest price charged by Licensee to any of its customers. Such sales shall constitute Net Sales for purposes of computing Minimum Net Sales but a reduced Royalty of five and one half percent (5.5%) of such sales price shall be payable to Licensor and no Advertising Payment shall be due thereon."

5. The License Agreement is hereby amended by deleting the Licensor notice information in Section 14 and replacing it with the following:

If to Licensor:

Phat Fashions LLC
512 Seventh Avenue, 43rd Floor
New York, NY 10018
Attention: Mr. Bernt Ullmann

with a copy to:

Pryor Cashman Sherman & Flynn LLP
410 Park Avenue, 10th Floor
New York, New York 10022
Attention: Brad D. Rose, Esq.

and

Kellwood Company
600 Kellwood Parkway
Chesterfield, MO 63017
Attention: Corporate Secretary/Legal Department

6. Except as modified by this Amendment, all terms and conditions of the License Agreement shall remain in full force and effect.

7. This Amendment may be signed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile copies of counterpart signature pages shall be deemed original counterpart pages for all purposes hereunder.

8. This Amendment shall be governed by, and construed in accordance with, the law of the State of New York applicable to contracts made and to be performed in the State of New York, without regard to conflicts of law principles.

9. In the event one or more of the provisions of this Amendment should, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Amendment, and this Amendment shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

[signature appears on next page]

IN WITNESS WHEREOF, this Amendment has been executed and delivered by the parties hereto as of the date first above written.

PHAT FASHIONS, LLC

By: _____

Name:

Title:

By: _____

Name:

Title:

Tornado Imports (Canada), Inc.

By: _____

Name: *ISSIE WHITFIELD*

Title: *DIRECTOR*



FedEx Express
Customer Support Trace
3875 Airways Boulevard
Module H, 4th Floor
Memphis, TN 38116

U.S. Mail: PO Box 727
Memphis, TN 38194-4643
Telephone: 901-369-3800

February 20, 2007

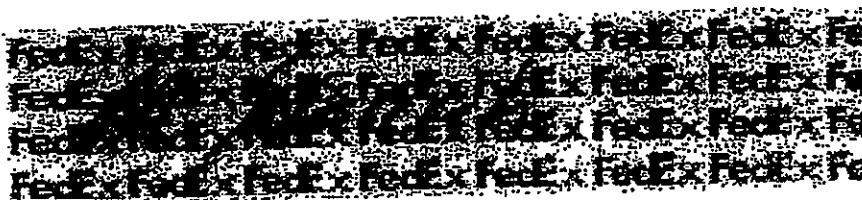
Dear Customer:

The following is the proof of delivery you requested with the tracking number 790867523151.

Delivery Information:

Status:	Delivered	Delivery location:	410 PARK AVE 10 FL
Signed for by:	M.FOFANAH	Delivery date:	Mar 31, 2006 09:52

Service type: International Priority Service



Shipping Information:

Tracking number:	790867523151	Ship date:	Mar 30, 2006
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Recipient:

ELI B. NATHANSON
PRYOR CASHMAN SHERMAN & FLYNN
410 PARK AVENUE
10TH FLOOR
NEW YORK, NY 10022 US
Reference

Shipper:

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**PHAT FASHIONS LLC v. TORNADO
IMPORTS (CANADA), INC.**
Case No.: 07 Civ. 3278 (PAC)

EXHIBIT 38

Hoffman, Philip R.

From: Hoffman, Philip R.
Sent: Tuesday, April 24, 2007 3:29 PM
To: Richard A. Hinse (rhinse@lavery.qc.ca)
Cc: Rose, Brad D.
Subject: Phat Fashions LLC v. Tornado Imports (Canada), Inc.

Dear Mr. Hinse,

We represent Phat Fashions LLC.

Attached please find a letter to you dated April 24, 2007 in response to your letter to my partner, Brad Rose, dated April 18, 2007.

Also attached please find a courtesy copy of a Complaint for a declaratory judgment action which we filed today in the United States District Court for the Southern District of New York.

Copies of both the letter and the Complaint are being sent to you in hard copy via overnight mail.

We look forward to hearing from you.

Philip R. Hoffman

Philip R. Hoffman
Pryor Cashman LLP
410 Park Avenue
New York, NY 10022
Phone: (212) 326-0192
Fax: (212) 798-6386
www.pryorcashman.com



AccuRoute.PDF (73 KB)



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 PRYOR CASHMAN LLP

410 Park Avenue, New York, NY 10022 Tel: 212-421-4100 Fax: 212-326-0806

New York | Los Angeles

www.pryorcashman.com

Philip R. Hoffman
Partner

Direct Tel: 212-326-0192
Direct Fax: 212-798-6386
phoffman@pryorcashman.com

April 24, 2007

VIA FEDERAL EXPRESS & E-MAIL (PDF)

Richard A. Hinse, Esq.
Lavery, De Billy
Suite 4000
1 Place Ville Monie
Montreal, Quebec
H3B 4M4

Re: **Phat Fashions LLC v. Tornado Imports (Canada), Inc., 07 Civ. 3278 (PC)**
United States District Court, Southern District of New York

Dear Mr. Hinse:

We have your letter dated April 18, 2007. While you are correct that your client, Tornado Imports (Canada) Inc. ("Tornado"), did sign the draft amendment and return it to our firm, it is equally clear that our client, Phat Fashions LLC ("Phat Fashions"), did not countersign and return the draft amendment to Tornado. As pointed out by my partner Brad Rose in his March 21, 2007 letter to Tornado, there can be no amendment to the Trademark License Agreement unless "both parties" have executed the amendment. (¶17). Thus, the Trademark License Agreement has not been amended and shall expire on December 31, 2007.

Your statement that the parties "agreed to and accepted the final version of the Amended License Agreement and the signing thereof" is simply wrong. Paragraph 17 of the Trademark License Agreement is clear that both parties must actually sign the amendment, which did not occur here. Even your letter notes that "[t]he two originals signed by Tornado Imports were to be signed by Phat Fashions and one returned to Tornado Imports." (emphasis supplied). As they were neither signed nor returned, there was no valid amendment.

Similarly without merit is your claim that "the signing by Phat Fashions was a mere formality." Paragraph 17 of the Trademark License Agreement unequivocally states that the signing by Phat Fashions is an absolute prerequisite to the effectiveness of any such amendment to the Trademark License Agreement.



April 24, 2007

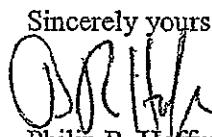
Page 2

As for your client's claim that it was told by Phat Fashions that the draft amendment "was being signed by Phat Fashions and the return to Tornado Imports of a signed original was forthcoming," this merely affirms that both parties knew of the requirement that any amendment needed to be signed by both parties in order to be effective. Indeed, even you acknowledge the requirement that both parties must sign when you close your letter by asking that Phat Fashions "return one signed original" of the draft amendment to you.

Based upon all of the above, no valid amendment was ever entered into. The document you refer to as the "Amended License Agreement" is not binding and is of no force or effect. There is no option for Tornado to exercise and its attempted exercise of a non-existing option, i.e., what it refers to as the "Third Option," is meaningless. The Trademark License Agreement expires on December 31, 2007 and we expect Tornado to abide by all of its obligations pursuant to ¶12 of the Agreement ("Effect of Expiration or Termination").

Finally, please be advised that, as a result of your April 18, 2007 letter and your client's apparent determination to seek to enforce rights that it does not have, Phat Fashions has commenced a declaratory judgment action in the United States District Court for the Southern District of New York. A courtesy copy of the Complaint is attached hereto. Please be advised that if we do not receive a writing signed by your client within seven days acknowledging that the Trademark License Agreement terminates as of December 31, 2007, we will immediately cause your client to be served with a copy of the Complaint and we can litigate the matter.

The foregoing is without prejudice to our client's rights herein and nothing contained herein shall be deemed a waiver of such rights, all of which are hereby expressly reserved.

Sincerely yours,

 Philip R. Hoffman

PRH:dm
 Encl.

cc: Phat Fashions, LLC
 Brad D. Rose, Esq.

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MOTION
FOR A PRELIMINARY INJUNCTION**

**PHAT FASHIONS LLC V. TORNADO
IMPORTS (CANADA), INC.**
Case No.: 07 Civ. 3278 (PAC)

EXHIBIT 39



May 23, 2007

**Richard S. FRAZER, Esq.
PRYOR CASHMAN LLP
410 Park Avenue
New York, NY 10022-4441
U.S.A.**

**Re: Phat Farm LLC and 4404106 Canada Inc.
Trademark License Agreement**

Mr. Frazer,

I am enclosing 5 copies of the Trademark License Agreement between Phat Farm LLC and 4404106 Canada Inc., duly signed by Mr. Isaac Mimran, Secretary Treasurer of the Licensee.

Please forward same to your clients for counter-signature and execution and return to us at your earliest convenience.

Thank you.

Sandra DANINO
Assistant to Marc KAKON

c.c. Clifford HALICKMAN

5555 Cypihot, Ville-Saint-Laurent, Québec H4S 1R3
Tel. : 514.382.1240 Fax : 514.382.4436



CONFIDENTIAL & ATTORNEYS' EYES ONLY

PF 00842

**EXHIBIT TO DECEMBER 10, 2007
DECLARATION OF PHILIP R. HOFFMAN
IN OPPOSITION TO DEFENDANT'S
MOTION
FOR A PRELIMINARY INJUNCTION**

**PHAT FASHIONS LLC V. TORNADO
IMPORTS (CANADA), INC.**
Case No.: 07 Civ. 3278 (PAC)

EXHIBIT 40

Message

Page 1 of 2

Morris, Denisse

From: clifford halickman [chalickman@multiprint.ca]
Sent: Thursday, May 31, 2007 11:47 AM
To: Frazer, Richard; Nathanson, Eli B.
Subject: FW: Phat/Algo - US Retail Store Agreement/wholesale - Execution Copy

Richard,

I believe all Agreements were sent back to you on Friday. Please confirm receipt when we will be in receipt of signed copies.

Thanks

Clifford Halickman
 Business Development & Legal Affairs
 Multiprint/Algo Group
 5555 Cypihot St
 St. Laurent Quebec, Canada, H4S 1R3
clifford.halickman@multiprint.ca
 Cell: 514-708-3389
 Office: 514-388-8888
 Fax: 514-385-0163

From: clifford halickman
Sent: May 29, 2007 10:09 AM
To: 'Frazer, Richard'
Subject: RE: Phat/Algo - US Retail Store Agreement/wholesale - Execution Copy

Richard,

I believe all Agreements were sent back to you on Friday. Please confirm receipt and when we will be in receipt of signed copies.

Thanks

Clifford Halickman
 Business Development & Legal Affairs
 Multiprint/Algo Group
 5555 Cypihot St
 St. Laurent Quebec, Canada, H4S 1R3
clifford.halickman@multiprint.ca
 Cell: 514-708-3389
 Office: 514-388-8888
 Fax: 514-385-0163

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11/13/2007



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PF 00735

Message

Page 2 of 2

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11/13/2007

CONFIDENTIAL & ATTORNEYS' EYES ONLY

PF 00736

Page 1 of 1

Morris, Denisse

From: clifford halickman [chalickman@multiprint.ca]
Sent: Monday, June 11, 2007 12:59 PM
To: Nathanson, Eli B.
Subject: Phat F

Eli

Any news of the Contracts. We do need them back signed.

Thanks

Clifford Halickman
Business Development & Legal Affairs
Multiprint/Algo Group
5555 Cypihot St
St. Laurent Quebec, Canada, H4S 1R3
clifford.halickman@multiprint.ca
Cell: 514-708-3389
Office: 514-388-8888
Fax: 514-385-0163

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11/13/2007

CONFIDENTIAL & ATTORNEYS' EYES ONLY

PF 00742

Re: Phat F

Page 1 of 2

\\
Morris, Denisse

From: clifford halickman [chalickman@multiprint.ca]
Sent: Wednesday, June 13, 2007 5:55 PM
To: Nathanson, Eli B.
Subject: RE: Phat F

Any news- we must insist on getting this Agreement finalized by tommorow. If there is any issue, please advise.

Clifford

From: Nathanson, Eli B. [mailto:ENathanson@PRYORCASHMAN.com]
Sent: Mon 6/11/2007 1:06 PM
To: clifford halickman
Subject: Re: Phat F

Thanks I will follow up

-----Original Message-----

From: clifford halickman <chalickman@multiprint.ca>
To: Nathanson, Eli B.
Sent: Mon Jun 11 12:59:29 2007
Subject: Phat F

Eli

Any news of the Contracts. We do need them back signed.

Thanks

Clifford Halickman
Business Development & Legal Affairs
Multiprint/Algo Group
5555 Cypihot St
St. Laurent Quebec, Canada, H4S 1R3
clifford.halickman@multiprint.ca
Cell: 514-708-3389
Office: 514-388-8888
Fax: 514-385-0163

11/13/2007

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PF 00746

Re: Phat F

Page 2 of 2

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11/13/2007

CONFIDENTIAL & ATTORNEYS' EYES ONLY

PF 00747

Message

Page 1 of 2

Morris, Denisse

From: clifford halickman [chalickman@multiprint.ca]
Sent: Thursday, June 14, 2007 2:36 PM
To: Nathanson, Eli B.
Cc: marc kakon; dan elituv; berntullmann@kellwood.com; im@canamhealthsource.com
Subject: RE: Phat F contract-awaiting signature

Eli,

I appreciate this but Algo is a public company with disclosure requirements and we cannot disclose this Agreement to the public until this Agreement is duly signed by Kellwood. We are waiting over 2 weeks for this signature. Many plans need to be put in place and expenses incurred to launch this brand. I do not see why the Agreement cannot be sent to the China to obtain his signature. It is unreasonable to expect us to wait another 2 weeks. Please find an alternative to get this Agreement signed this week.

Regards,

Clifford Halickman
 Business Development & Legal Affairs
 Multiprint/Algo Group
 5555 Cypihot St
 St. Laurent Quebec, Canada, H4S 1R3
clifford_halickman@multiprint.ca
 Cell: 514-708-3389
 Office: 514-388-8888
 Fax: 514-385-0163

From: Nathanson, Eli B. [mailto:ENathanson@PRYORCASHMAN.com]
Sent: June 14, 2007 11:02 AM
To: clifford halickman
Subject: RE: Phat F

Clifford - I'm told the chairman, who must sign in order to finalize, is in China. While I am advised that internal procedures are complete, we cannot finalize until he signs. Unfortunately, I'm told he is there through next week.

Eli B. Nathanson
 Pryor Cashman LLP
 410 Park Avenue, 10th Floor
 New York, NY 10022
 212-326-0894
 212-798-6347 (facsimile)
enathanson@pryorcashman.com

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11/13/2007

CONFIDENTIAL & ATTORNEYS' EYES ONLY

PF 00755

Message

Page 2 of 2

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11/13/2007

CONFIDENTIAL & ATTORNEYS' EYES ONLY

PF 00756

Message

Page 1 of 2

Morris, Denisse

From: clifford halickman [chalickman@multiprint.ca]
Sent: Thursday, June 21, 2007 9:08 AM
To: Nathanson, Eli B.
Cc: marc kakon
Subject: FW: Phat F contract-awaiting signature

Eli,

Any update???

Clifford Halickman
 Business Development & Legal Affairs
 Multiprint/Algo Group
 5555 Cypihot St
 St. Laurent Quebec, Canada, H4S 1R3
clifford.halickman@multiprint.ca
 Cell: 514-708-3389
 Office: 514-388-8888
 Fax: 514-385-0163

From: clifford halickman
Sent: June 14, 2007 2:36 PM
To: 'Nathanson, Eli B.'
Cc: 'marc kakon'; dan elituv; bernt.ulmann@kellwood.com; 'im@canamhealthsource.com'
Subject: RE: Phat F contract-awaiting signature

Eli,

I appreciate this but Algo is a public company with disclosure requirements and we cannot disclose this Agreement to the public until this Agreement is duly signed by Kellwood. We are waiting over 2 weeks for this signature. Many plans need to be put in place and expenses incurred to launch this brand. I do not see why the Agreement cannot be sent to the China to obtain his signature. It is unreasonable to expect us to wait another 2 weeks. Please find an alternative to get this Agreement signed this week.

Regards,

Clifford Halickman
 Business Development & Legal Affairs
 Multiprint/Algo Group
 5555 Cypihot St
 St. Laurent Quebec, Canada, H4S 1R3
clifford.halickman@multiprint.ca
 Cell: 514-708-3389
 Office: 514-388-8888
 Fax: 514-385-0163

From: Nathanson, Eli B. [mailto:ENathanson@PRYORCASHMAN.com]
Sent: June 14, 2007 11:02 AM
To: clifford halickman
Subject: RE: Phat F

Clifford - I'm told the chairman, who must sign in order to finalize, is in China. While I am advised that internal procedures are complete, we cannot finalize until he signs. Unfortunately, I'm told he is there through next week.

Eli B. Nathanson

11/13/2007

CONFIDENTIAL & ATTORNEYS' EYES ONLY**PF 00757**

Message

Page 2 of 2

Pryor Cashman LLP
410 Park Avenue, 10th Floor
New York, NY 10022
212-326-0894
212-798-6347 (facsimile)
enathanson@pryorcashman.com

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11/13/2007

CONFIDENTIAL & ATTORNEYS' EYES ONLY

PF 00758

Morris, Denisse

From: Nathanson, Eli B.
Sent: Tuesday, July 10, 2007 1:21 PM
To: Frazer, Richard
Subject: Fw: : Phat F contract-awaiting signature

-----Original Message-----

From: bernt.ullmann@kellwood.com <bernt.ullmann@kellwood.com>
To: luther.rollins@kellwood.com <luther.rollins@kellwood.com>; Rose, Brad D.; Nathanson, Eli B.
Sent: Tue Jul 10 12:24:58 2007
Subject: Fw: : Phat F contract-awaiting signature

Guys,

Pls see below from Algo's counsel.
Pls respond directly to Clifford.

Thank you,

Bernt

----- Forwarded by Bernt Ullmann/Kellwood on 07/10/2007 11:55 AM -----

"clifford halickman" <chalickman@multiprint.ca>

07/10/2007 09:30 AM

To
<Bernt.Ullmann@kellwood.com>

cc
"marc kakon" <marc.kakon@algo.com>, <im@canamhealthsource.com>, <gaby@buffalojeans.com>

Subject
: Phat F contract-awaiting signature

Bernt,

Please advise when we will be in receipt of the License Agreement. This has gone on too long and is unacceptable.

Clifford Halickman
Business Development & Legal Affairs
Multiprint/Algo Group
5555 Cypihot St
St. Laurent Quebec, Canada, H4S 1R3
<mailto:clifford.halickman@multiprint.ca> clifford.halickman@multiprint.ca
Cell: 514-708-3389
Office: 514-388-8888
Fax: 514-385-0163

From: clifford halickman
Sent: June 29, 2007 8:43 AM
To: 'Bernt.Ullmann@kellwood.com'
Cc: im@canamhealthsource.com; 'marc kakon'
Subject: RE: Phat F contract-awaiting signature

Bernt,

Thank you. However we have heard that this Agreement has been "processed" for over 3 weeks. What we require is an executed Agreement. Please advise when we will be in receipt of the signed Agreement. We have been more than patient on this matter.

Clifford Halickman
Business Development & Legal Affairs
Multiprint/Algo Group
5555 Cypihot St
St. Laurent Quebec, Canada, H4S 1R3
<mailto:clifford.halickman@multiprint.ca> clifford.halickman@multiprint.ca
Cell: 514-708-3389
Office: 514-388-8888
Fax: 514-385-0163

From: Bernt.Ullmann@kellwood.com [mailto:Bernt.Ullmann@kellwood.com]
Sent: June 28, 2007 7:07 PM
To: clifford halickman
Cc: im
Subject: Re: Phat F contract-awaiting signature

Clifford,

The contract has been processed and is awaiting Bob Skinner's signature.

Thank you,

Bernt Ullmann
President
Phat Fashions

Sent from my BlackBerry Wireless Handheld

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Morris, Denisse

From: Frazer, Richard
Sent: Thursday, August 16, 2007 4:38 PM
To: Nathanson, Eli B.; Rose, Brad D.
Subject: Fw: Phat -Addendum

Can you forward to Bernt and Luther?

-----Original Message-----

From: clifford halickman <chalickman@multiprint.ca>
To: Frazer, Richard
Sent: Thu Aug 16 15:13:42 2007
Subject: RE: Phat -Addendum

Richard,

We do require the signed copies back now. Please advise.

Clifford Halickman

Clifford-Thank you for your responsiveness and patience. We are in receipt of your package and are forwarding to Kellwood today for execution by Phat. Once we have fully executed copies of the Addenda and the related License Agreements which should be sometime next week, we will forward to you for your files. Thanks again for your cooperation.

Richard S. Frazer, Esq.
Pryor Cashman LLP
410 Park Avenue
New York, NY 10022-4441
212-326-0416 (direct)
212-798-6312 (fax)
rfrazer@pryorcashman.com
www.pryorcashman.com

-----Original Message-----

From: clifford halickman [mailto:chalickman@multiprint.ca]
Sent: Thursday, August 09, 2007 11:47 AM
To: Frazer, Richard
Cc: Bernt.Ullmann@kellwood.com
Subject: RE: Phat -Addendum

Richard,

Are you in receipt of the Addendum? Please have all documents processed for signature as soon as possible.

Regards,

Clifford Halickman
Business Development & Legal Affairs

Multiprint/Algo Group
5555 Cypihot St
St. Laurent Quebec, Canada, H4S 1R3
clifford.halickman@multiprint.ca
Cell: 514-708-3389
Office: 514-388-8888
Fax: 514-385-0163

From: Frazer, Richard [mailto:RFrazer@PRYORCASHMAN.com]
Sent: July 23, 2007 1:07 PM
To: clifford halickman
Subject: FW: FW: Phat retail Roll-out/Algo

Richard S. Frazer, Esq.
Pryor Cashman LLP
410 Park Avenue
New York, NY 10022-4441
212-326-0416 (direct)
212-798-6312 (fax)
rfraser@pryorcashman.com
www.pryorcashman.com

-----Original Message-----
From: bernt.ullmann@kellwood.com [mailto:bernt.ullmann@kellwood.com]
Sent: Monday, July 23, 2007 12:59 PM
To: Frazer, Richard
Cc: Rose, Brad D.; Nathanson, Eli B.; Luther.Rollins@kellwood.com
Subject: Re: FW: Phat retail Roll-out/Algo

I am not aware of any open issues.

"Frazer, Richard" <RFrazer@PRYORCASHMAN.com>

07/23/2007 12:56 PM

To
<bernt.ullmann@kellwood.com>, <Luther.Rollins@kellwood.com>

cc

"Rose, Brad D." <BRose@PRYORCASHMAN.com>, "Nathanson, Eli B."
<ENathanson@PRYORCASHMAN.com>

Subject

FW: Phat retail Roll-out/Algo

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Morris, Denisse

From: Frazer, Richard
Sent: Thursday, August 23, 2007 1:33 PM
To: Nathanson, Eli B.; Rose, Brad D.
Subject: Fw: Phat -Addendums

Forward to Bernt and Luther please.

-----Original Message-----

From: clifford halickman <chalickman@multiprint.ca>
To: Frazer, Richard
CC: marc kakonBB Rogers <marck@rogers.blackberry.net>
Sent: Thu Aug 23 13:20:55 2007
Subject: RE: Phat -Addendums

Richard,

Left you a message before on your voice mail- Please advise me the status of the contract. I need to get an answer today. These Agreements need to be signed and returned to us.

Clifford Halickman-

Clifford-Thank you for your responsiveness and patience. We are in receipt of your package and are forwarding to Kellwood today for execution by Phat. Once we have fully executed copies of the Addenda and the related License Agreements which should be sometime next week, we will forward to you for your files. Thanks again for your cooperation.

Richard S. Frazer, Esq.
Pryor Cashman LLP
410 Park Avenue
New York, NY 10022-4441
212-326-0416 (direct)
212-798-6312 (fax)
rfraser@pryorcashman.com
www.pryorcashman.com

-----Original Message-----

From: Clifford halickman [mailto:chalickman@multiprint.ca]
Sent: Thursday, August 09, 2007 11:47 AM
To: Frazer, Richard
Cc: Bernt.Ullmann@kellwood.com
Subject: RE: Phat -Addendums

Richard,

Are you in receipt of the Addendums? Please have all documents processed for signature as soon as possible.

Regards,

Clifford Halickman
Business Development & Legal Affairs
Multiprint/Algo Group
5555 Cypihot St
St. Laurent Quebec, Canada, H4S 1R3
clifford.halickman@multiprint.ca
Cell: 514-708-3389
Office: 514-388-8888
Fax: 514-385-0163

From: Frazer, Richard [mailto:RFrazer@PRYORCASHMAN.com]
Sent: July 23, 2007 1:07 PM
To: clifford halickman
Subject: FW: FW: Phat retail Roll-out/Algo

Richard S. Frazer, Esq.
Pryor Cashman LLP
410 Park Avenue
New York, NY 10022-4441
212-326-0416 (direct)
212-798-6312 (fax)
rfraser@pryorcashman.com
www.pryorcashman.com

-----Original Message-----

From: bernt.ulmann@kellwood.com [mailto:bernt.ulmann@kellwood.com]
Sent: Monday, July 23, 2007 12:59 PM
To: Frazer, Richard
Cc: Rose, Brad D.; Nathanson, Eli B.; Luther.Rollins@kellwood.com
Subject: Re: FW: Phat retail Roll-out/Algo

I am not aware of any open issues.

"Frazer, Richard" <RFrazer@PRYORCASHMAN.com>

07/23/2007 12:56 PM

To

<bernt.ulmann@kellwood.com>, <Luther.Rollins@kellwood.com>

cc

"Rose, Brad D." <BRose@PRYORCASHMAN.com>, "Nathanson, Eli B." <ENathanson@PRYORCASHMAN.com>

Subject

FW: Phat retail Roll-out/Algo

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**EXHIBIT TO DECEMBER 10, 2007
DECLARATION OF PHILIP R. HOFFMAN
IN OPPOSITION TO DEFENDANT'S
MOTION
FOR A PRELIMINARY INJUNCTION**

**PHAT FASHIONS LLC v. TORNADO
IMPORTS (CANADA), INC.**
Case No.: 07 Civ. 3278 (PAC)

EXHIBIT 41



410 Park Avenue, New York, NY 10022 Tel: 212-421-4100 Fax: 212-326-0806

New York | Los Angeles

www.pryorcashman.com

Eli B. Nathanson
Partner

Direct Tel: 212-326-0894
Direct Fax: 212-798-6347
enathanson@pryorcashman.com

September 28, 2007

BY FEDERAL EXPRESS

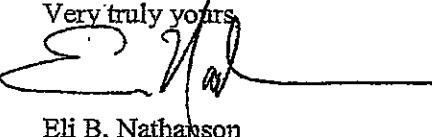
Clifford Halickman
Business Development & Legal Affairs
Multiprint/Algo Group
5555 Cypihot St
St. Laurent Quebec, Canada, H4S 1R3

Re: Phat Fashions/4404106 Canada, Inc./ Algo Apparel (US) LTD. - Execution

Dear Clifford:

Enclosed please find two (2) fully executed originals of each of the wholesale and retail License Agreements (along with the respective addendums) among the above referenced parties for your records. We will now deposit any checks held in escrow.

Thank you for your efforts in finalizing this transaction. Please be sure to call us with any questions. Kind regards.

Very truly yours,

Eli B. Nathanson

cc: Mr. Bernt Ullmann
Luther Rollins, Esq.
Mr. Peter Morris
Brad D. Rose, Esq.
Richard Frazer, Esq.

535445

PLAINTIFF'S
EXHIBIT

CONFIDENTIAL & ATTORNEYS' EYES ONLY

PF 00846

**EXHIBIT TO DECEMBER 10, 2007
DECLARATION OF PHILIP R. HOFFMAN
IN OPPOSITION TO DEFENDANT'S
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FOR A PRELIMINARY INJUNCTION**

**PHAT FASHIONS LLC v. TORNADO
IMPORTS (CANADA), INC.**
Case No.: 07 Civ. 3278 (PAC)

EXHIBIT 42

Morris, Denisse

From: bernt.ullmann@kellwood.com
Sent: Thursday, October 04, 2007 12:37 PM
To: Nathanson, Eli B.
Cc: Rose, Brad D.; Luther.Rollins@kellwood.com; Peter.Morris@kellwood.com
Subject: Re: Phat - current deal list and status

Eli,

I believe this accurately reflects our current status.

Thanks,

"Nathanson, Eli B." <ENathanson@PRYORCASHMAN.com>
 To <Bernt.Ullmann@kellwood.com>, <Peter.Morris@kellwood.com>,
 <Luther.Rollins@kellwood.com>
 10/04/2007 11:54 AM
 cc "Rose, Brad D." <BRose@PRYORCASHMAN.com>
 Subject Phat - current deal list and status

All - below is a current status of Phat transactions. Please review and advise if you are aware of any additional matters. We will follow up with an updated closed deal memo:

- Silver Goose (Bags/luggage) - signed and delivered back to Silver Goose. Closed.
- Age Group (Girls underwear/pajamas) - finalized and but never signed by Age.
- Korea license - signed and delivered back to U-Mille. Closed.
- Mexico license - signed and delivered back to Stylos Y Shows. Closed.
- Algo Canada wholesale license - signed and delivered back to Algo. Closed.
- Silver Goose (PF Socks) - finalized and sent to Peter and Luther to processing.
- Parigi (Boy's and Girl's sportswear, etc.)- signed and delivered back to Parigi. Closed.
- Longstreet (Men's Sportswear)- signed and delivered back to Silver Goose. Closed.
- D&U Domestic Retail Store Agreement - finalized and sent to Peter and Luther for processing.
- Algo Domestic Retail Store Agreement - signed and delivered back to Algo. Closed
- Urban Luxury Brands Retail Store Agreement (South Africa) - draft sent to Urban Luxury Brands

11/12/2007



CONFIDENTIAL & ATTORNEYS' EYES ONLY

PF 00837

Page 2 of 3

- awaiting final comments

-Alisa Inc. retail store Agreement (Armenia) - draft sent to Joshua Mast - awaiting comments.

-Mays Zona Libre (Panama License) - draft prepared and sent to Bernt - awaiting comments.

-Amendment to Ambition License re: reducing minimums and adding certain headwear - draft sent to counsel - awaiting comments.

-Amendment to Mitzi license re: removing certain headwear - draft sent to counsel - awaiting comments.

-Amendment to al 3 Vida licenses re: addition of infant footwear, reducing Men's minimums, retail store discounts - still awaiting comments on all.

-Amendment to Aquarius license reducing minimums, etc. - signed and sent to Peter and Luther for processing.

-Amendment to JMS license reducing minimums, etc. - signed and sent to Peter and Luther for processing.

-Amendment to Strategic Distribution license adding Canada - signed and sent to Peter and Luther for processing.

-Amendment to Unioncon license - signed and sent to Peter and Luther for processing.

-Nordjump - terminated by written notice. While they owe GMR, this will presumably need to be enforced to recover.

-Free Country - termination agreement signed and finalized. Closed.

-Retail Store discount amendments - we are still missing those from BP Clothing, Vida, Noho, Check Group, Age Group, LND (we expect to receive from LND shortly as part of their recent amendment), Ambition (we expect to receive from Ambition shortly as part of their recent amendment), and Dan River.

-Paul Lavitt termination - agreement terminated by written notice. Termination inventory accounted for. Closed.

-Mercier termination - agreement terminated by written notice, however, we never received response to our offer of dealing with termination inventory, if any.

-Tornado dispute - ongoing.

-Ludacris deal - dropped.

-BP/Age conflict issue - Phat reviewing document provided by Age to confirm Age claims.

-BP/Noho conflict issue - ongoing although we have not heard further from BP on this issue.

Eli B. Nathanson

11/12/2007

CONFIDENTIAL & ATTORNEYS' EYES ONLY

PF 00838

Page 3 of 3

Pryor Cashman LLP
410 Park Avenue, 10th Floor
New York, NY 10022
212-326-0894
212-798-6347 (facsimile)
enathanson@pryorcashman.com

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11/12/2007

CONFIDENTIAL & ATTORNEYS' EYES ONLY

PF 00839

**EXHIBIT TO DECEMBER 10, 2007
DECLARATION OF PHILIP R. HOFFMAN
IN OPPOSITION TO DEFENDANT'S
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**PHAT FASHIONS LLC V. TORNADO
IMPORTS (CANADA), INC.**
Case No.: 07 Civ. 3278 (PAC)

EXHIBIT 43

JAN 5TH, 07

BABY PHAT

PHAT FARM

TAG

ALLEN SCHWARTZ PRODUCTS

CEZER

DAVID BROOKS PRODUCTS

INKSLINGER PRODUCTS

MISKEEN

SOUNDGIRL

AKADEMIKS PRODUCTS

DESIGN OPTIONS

KINROSS PRODUCTS

**SHARON YOUNG
A LA CARTE**

G1

PELLE PELLE

J4

DETNEY

HEAD SHOES

BLACK SHEEP SHOES



MARCH 2, 2007

BABY PHAT PRODUCTS

PHAT FARM PRODUCTS

ALLEN SCHWARTZ PRODUCTS

CEZER

DAVID BROOKS PRODUCTS

MARISA CHRISTINA

GI

AKADEMIKS PRODUCTS

MISKEEN PRODUCTS

PELLE PELLE

LS - BLACK SHEEP SHOES

J41

DETNY

A LA CARTE

DESIGN OPTIONS

KINROSS PRODCUTS

SHARON YOUNG

NOV 16, 2007

SM - SMACK (NOT BOUGHT BUT BOOKED)

**SOUTHPOLE SHOES (NOT BOUGHT BUT BOOKED)
SOUTHPOLE BAGS**

**A LA CARTE
SHARON YOUNG**

BRANTEX

DESIGN OPTION

FRANK WALDER

KINROSS PRODUCTS

NH - NIENHAUS

UB - UBU

ALLEN SCHWARTZ PRODUCTS

G1

PAPER BOY

PELLE PELLE

AZURE

J41

BLACK SHEEP SHOES

LEVI'S SHOES

CEZER

DAVID BROOKS PRODUCTS

PHAT FARM PRODUCTS

BABY PHAT PRODUCTS

Nov 16th 2007 cont..

AKADEMIKS PRODUCTS

TRIKO

COOGI PRODUCTS

CROWN HOLDER

HEATHERETTE

INKSLINGERS

HONEE

MISKEEN PRODUCTS

STASH HOUSE

PARRISH